

**AMENDED SUPPLEMENTAL MEMORANDUM OF AGREEMENT BETWEEN  
THE NATURAL RESOURCE TRUSTEES AND THE DOW CHEMICAL  
COMPANY GOVERNING COOPERATIVE NATURAL RESOURCE  
DAMAGE ASSESSMENT ACTIVITIES**

**I. INTRODUCTION AND AUTHORITY**

This Amended Supplemental Memorandum of Agreement (Supplemental Agreement) is made by and between the State of Michigan (Michigan), acting through its trustees and co-trustee for natural resources, namely the Director of the Michigan Department of Environmental Quality (MDEQ), the Director of the Michigan Department of Natural Resources (MDNR) and the Attorney General of the State of Michigan (MAG); the U.S. Department of the Interior (DOI), acting through its representatives, the U.S. Fish and Wildlife Service (FWS) and the Bureau of Indian Affairs (BIA); and the Saginaw Chippewa Indian Tribe of Michigan (the Tribe), natural resource trustees (collectively referred to as the Trustees) and The Dow Chemical Company (Dow) under Section 107(f) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended, 42 U.S.C. § 9607(f); Section 311 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1321; Executive Order 12580 as amended; the National Contingency Plan Subpart G, 40 C.F.R. § 300.600; the DOI's Natural Resource Damage Assessment Regulations, 43 C.F.R. Part 11; and applicable state law. The Trustees and Dow are collectively referred to as the "Parties" and individually referred to as a "Party." All terms in this Supplemental Agreement shall have the same meaning as set forth in CERCLA, 42 U.S.C. § 9601 et seq., the DOI regulations, 43 C.F.R. Part 11 and Part 201 of the Michigan Natural Resources and Environmental Protection Act, M.C.L. 324.20101 et seq.

**II. PURPOSE**

After completing a preassessment screen in accordance with 43 C.F.R. Part 11 for this site, the Trustees determined that a natural resource damage assessment (NRDA) is warranted, and the Trustees invited Dow to participate in the assessment process. Pursuant to a Memorandum Of Agreement Between The Natural Resource Trustees And The Dow Chemical Company Governing Cooperative Assessment Activities (Agreement), effective September 28, 2007, an Amended Memorandum Of Agreement Between The Natural Resource Trustees And The Dow Chemical Company Governing Cooperative Assessment Activities (Amended Agreement), effective April 30, 2008, and the original Supplemental Memorandum Of Agreement Between The Natural Resource Trustees And The Dow Chemical Company Governing Assessment Activities (Original Supplemental Agreement) effective January 26, 2012, the Parties have undertaken various NRDA activities for this site on a cooperative basis. Among other things, the Agreement, the Amended Agreement and the Original Supplemental Agreement establish a mechanism for Dow to participate in and fund cooperative NRDA activities through March 31, 2013. The Parties recognize that NRDA activities relating to the site will continue beyond March 31, 2013 and the Parties desire to facilitate a continuation of cooperative NRDA activities for an additional period beginning on April 1, 2013 and ending on March 31, 2014. This Supplemental Agreement is intended to provide a framework for continuing cooperative implementation of the NRDA whenever the Parties can agree on assessment goals, approaches, and implementation to facilitate resolution of any natural resource damage (NRD) claims arising

from the releases of hazardous substances to the environment at and from Dow's Midland manufacturing plant property, the aerial deposition zone for airborne matter originating from the plant property, the Tittabawassee River and its floodplains downstream of Midland, the Saginaw River and its floodplains, and Saginaw Bay (hereinafter the "NRDA" Area). Accordingly, this Supplemental Agreement lays out the procedures for (a) undertaking cooperative NRD studies, including those necessary for the determination and quantification of injury to natural resources and/or services and for restoration planning/scaling, and (b) payment of reasonable assessment costs incurred by DOI, Michigan, and the Tribe.

Through this Supplemental Agreement, the Parties intend to work cooperatively, efficiently, and in a cost effective manner to resolve NRD claims through a restoration-based approach.

### III. FUNDING

A. Cooperative Studies - Dow shall (1) provide funding for any Trustee-implemented Cooperative Studies and related Trustee activities as described in this Supplemental Agreement and (2) implement Cooperative Studies with Trustee oversight as described in this Supplemental Agreement. The Parties shall meet as determined necessary and appropriate to identify and discuss the current status or results of Cooperative Studies pursuant to Section IV.A.

B. Costs

1. Funding - In addition to providing funding to which it has agreed for any Cooperative Study, Dow shall provide \$200,000 to fund the reasonable assessment costs incurred by the Trustees through March 31, 2014. This additional funding of assessment costs will be provided to the Trustees without the requirement to provide to Dow a budget in advance or supporting documentation until the final accounting at the conclusion of the NRD process. In addition to the \$200,000, Dow will pay \$25,765 to DOI for the undisputed portion of DOI's first half of fiscal year 2013 assessment costs upon DOI's submission of cost documentation in accordance with Section VI of this Supplemental Agreement. The Trustees may use the \$200,000 for any lawful assessment purpose in connection with the NRDA Area and this Supplemental Agreement consistent with CERCLA and its implementing regulations at 43 C.F.R. Part 11, including the following:

- a. the funding of assessment costs that the Trustees may claim are owed by Dow under this Agreement but which have not yet been supported with documentation (this does not include the \$25,765 that Dow has agreed to pay DOI);
- b. administrative, monitoring, oversight, travel, and legal costs of the Trustees related to (i) discussing (internally and with Dow) and evaluating potential Cooperative Studies, (ii) implementing Cooperative Studies, and (iii) all related cooperative assessment activities incident to this Supplemental Agreement; and

- c. Trustees costs for reviewing Dow plans and reports relating to corrective action and CERCLA response actions relating to the NRDA Area and otherwise participating in the corrective action or CERCLA response action process relating to the NRDA Area (provided, however, that the Trustees will use best efforts to avoid duplicative cost claims or charges for activities performed for both NRDA purposes and for purposes of participation in the corrective action or CERCLA response action process).
- 2. Payment of costs - Within thirty (30) days of the Effective Date of this Supplemental Agreement, Dow shall pay the \$200,000 as follows:
  - a. Dow shall pay \$125,000 to DOI;
  - b. Dow shall pay \$50,000 to MDEQ;
  - c. Dow shall pay \$13,000 to MDNR; and
  - d. Dow shall pay \$12,000 to the Tribe.
  - e. All payments required pursuant to this paragraph shall be made in accordance with Section IX.B.3., below.
- 3. Trustee Coordinator - This paragraph supersedes any remaining obligation under the Agreement or Amended Agreement to pay Trustee Coordinator costs. Dow agreed to pay \$181,250 toward the reasonable direct and indirect cost of a Trustee Coordinator hired by the Lead Administrative Trustee, with such funds to be used solely to compensate time spent by the Trustee Coordinator on the NRDA that is the subject of the Original Supplemental Agreement. This is in addition to any costs paid by Dow under the Amended Agreement. This sum was adjusted for prior years reconciliation and was paid into the Tittabawassee account of the DOI Natural Resource Damage Assessment and Restoration Fund, which was established pursuant to 43 U.S.C. §§1474b and 1474b-1 (Tittabawassee NRD Fund) to fund the Trustee Coordinator. The funds placed by Dow in the Tittabawassee NRD Fund for this purpose shall be used solely for this purpose, and any funds not used for this specific purpose shall be returned to Dow, plus earned interest on any such unused funds, except as Dow otherwise directs. If the costs for the Trustee Coordinator exceed those amounts paid pursuant to the Amended and the Original Supplemental Agreements, the Trustees reserve their right to seek reimbursement for such additional costs to the extent permitted under CERCLA and 43 C.F.R. Part 11. Selection of the Trustee Coordinator will be at the sole discretion of FWS.

4. Exceedance of Tittabawassee NRD Fund - Should Trustee costs incurred under Section III.B.1. exceed the amount in the Tittabawassee NRD Fund (excluding amounts paid pursuant to Section III.B.2), the Trustees may seek payment of those costs by submitting an invoice to Dow. Dow will not be obliged to make further payments to the Trustees under this Supplement Agreement until the final accounting at the conclusion of the NRD process. The Trustees reserve the right to seek disputed or additional costs from Dow in a final accounting at the conclusion of the NRD process.
  5. Noncommitted Funds -To the extent that funds provided by Dow for reasonable assessment costs have not been expended or committed, such funds shall be returned to Dow unless Dow directs otherwise.
  6. Accounting
    - a. Within 120 days after completion of all cooperative studies or the termination of this Supplemental Agreement, the Trustees shall provide Dow with a final cost accounting. Any outstanding undisputed costs owed to the Trustees pursuant to this accounting shall be paid by Dow within sixty (60) days of submission of the final cost accounting.
    - b. Cost documentation shall be provided in accordance with Section VI of this Supplemental Agreement.
    - c. In the event that the final cost accounting demonstrates that Dow overpaid the Trustees or that funding provided by Dow remains in the Tittabawassee NRD Fund as of the date of termination of this Supplemental Agreement by the Trustees, the Trustees shall reimburse Dow for all such overpayments or remaining funds within ninety (90) days of submission of the final cost accounting.
  7. Credit - Payments by Dow pursuant to Section III.B. shall be credited toward assessment costs under CERCLA, 43 C.F.R. Part 11, and applicable state law.
- C. Independent Studies -The Parties expressly reserve the right to perform independent NRDA studies, i.e., studies on which the Parties have not agreed and that are not governed by this Supplemental Agreement (Independent Studies). The Trustees reserve their right to seek reimbursement of costs arising from or related to Independent Studies to the extent permitted under CERCLA, 43 C.F.R. Part 11, and applicable state law.

- D. Nonwaiver -Agreement by Dow to fund activities and costs pursuant to this Supplemental Agreement shall not act as a waiver of its rights to seek to dispute or limit its potential liability pursuant to 42 U.S.C. § 9607 or applicable state law.
- E. Disputed Costs -Dow reserves its right to dispute reasonable assessment costs that are insufficiently or inaccurately documented pursuant to Section VI.

#### IV. COOPERATIVE ASSESSMENT ACTIVITIES

##### A. General

1. The Parties shall seek to use available data, in whole or in part, where possible, taking into account the reliability, relevancy and adequacy of the available data for its intended assessment use.
2. The Parties shall determine whether there are specific facts, data or conclusions related to the NRDA Area that the Parties can reach agreement on and stipulate to in advance of performing any Cooperative Study. All such stipulations shall be reduced to writing and made a part of the Administrative Record and shall survive the termination of this Supplemental Agreement.
3. The Parties will attempt to reach consensus on the necessity, selection, design and protocols for performing studies relating to the NRDA for the NRDA Area. Any Party may propose studies. Any proposed study that all Parties agree in writing will be funded by Dow and conducted by the Trustees under this Supplemental Agreement or conducted by Dow with Trustee oversight, shall be deemed a Cooperative Study. The study plan for each Cooperative Study will be incorporated by reference into this Supplemental Agreement and will be subject to all of its terms and conditions. Each study shall include defined objectives and a schedule of appropriate milestones.
4. The Parties agree to form and participate in collaborative Technical Work Groups as a primary mechanism of discussing and making recommendations to the managements of the Parties on key administrative and technical issues relating to cooperative assessment activities under this Supplemental Agreement. Technical subgroups may be formed, if needed, to address specific technical issues. The Parties desire to use a collaborative process to discuss assessment goals and approaches and, where the Parties can agree on goals and approaches, to identify and implement specific cooperative assessment activities. The Parties shall seek to have the Technical Work Groups and subgroups (as applicable) confer as often as needed to achieve the objectives of the assessment.

- B. Retention of Persons Performing Cooperative Studies - Performance of all or part of a Cooperative Study shall be undertaken by a qualified and mutually agreed upon person(s) or entity. The person or entity shall be retained by either of the Parties per written agreement and such agreement shall not be unreasonably withheld from the other Parties. The Parties agree that prior to retention of a mutually agreed upon person or entity for a Cooperative Study, or prior to use of a previously retained person or entity for a Cooperative Study, such person or entity must disclose to the Parties potentially conflicting relationships. The Parties further agree to require in all contracts for such services, reasonable and appropriate strictures and controls to prevent the transfer of privileged or confidential information until such time as the information is made part of the Administrative Record.
- C. Implementation - Any Cooperative Studies conducted by Dow or the Trustees pursuant to this Supplemental Agreement will be undertaken in a cooperative and collaborative manner, using the Technical Work Group process outlined in Section IV.A.4. The Parties will seek to maximize the opportunities for data integration and cost effectiveness for any Cooperative Studies.
- D. Data Collection
1. General - All Parties may be present during data collection for Cooperative Studies. The Parties agree to give ten (10) working days advance notice, unless otherwise agreed upon, of data collection activities for Cooperative Studies. All data collected for Cooperative Studies shall be fully and freely shared among the Parties concurrently as soon after it is collected and as is reasonably practical.
  2. Data Collected from Human Respondents - The Parties may agree, in the case of data collection from human respondents (such as surveys or interviews), that the presence of all Parties and the sharing of complete data may impede the collection of accurate, complete and candid responses. In such cases, the Parties shall agree on procedures for the collection and sharing of such data that depart from the requirements of IV.D.1. (such as the use of neutral interviewers and the aggregation of data prior to dissemination to protect the confidentiality of individual responses) to the extent necessary to promote the accuracy and candor of the responses.
- E. Interpretation
1. Consensus on Interpretation - The Parties will employ good faith efforts to reach consensus on the interpretation of, and conclusions to be drawn from, data collected during Cooperative Studies. All matters to which the Parties stipulate shall be reduced to writing and made a part of the Administrative Record.

2. Independent Interpretations - In the event that the Parties fail to reach consensus on the interpretation of, and conclusions to be drawn from, data collected during Cooperative Studies, the Parties expressly reserve the right to produce and present separate and independent interpretations and conclusions. All separate and independent interpretations and conclusions produced and presented pursuant to this Paragraph, shall be included in the administrative record for this NRDA. A Party that intends to submit separate and independent interpretations and conclusions shall submit notice of its intent to do so within 60 days of receipt of the final interpretations and conclusions for the Cooperative Study in question. Separate and independent interpretations and conclusions are not part of a Cooperative Study.
  3. Draft Reports - Where the product of a Cooperative Study is a report or an analysis, a final draft of such report or analysis shall be delivered to the other Parties, providing them forty-five (45) days (or such other time as the Parties may agree) to review and comment, before the report or analysis is finalized. Any comments so provided, as well as the final draft and the final report or analysis, shall be placed in the Administrative Record maintained by the Lead Administrative Trustee for this matter. All discussions of the Technical Work Groups are subject to the confidentiality requirements of Section VIII of this Supplemental Agreement.
- F. Modification of Cooperative Studies - Any Party may propose to modify any Cooperative Study based on preliminary results, changed circumstances, or for other reasons. Any proposed modification that all Parties jointly agree is reasonable and appropriate shall be incorporated into the study plan. The modified study plan will be incorporated by reference into this Supplemental Agreement and will be subject to all of its terms and conditions.
- G. Withdrawal from Cooperative Studies - Unless the Trustees terminate this Supplemental Agreement, Dow will not withdraw from its obligation to fund an ongoing Cooperative Study so long as the study is conducted consistently with the agreed study plan and any agreed modifications thereto.
- H. Challenges to Data - The Parties agree any data collected pursuant to a Cooperative Study, including the associated study design, data collection methodologies, and quality assurance procedures of a Cooperative Study, that are not challenged by a Party in writing, with an explanation of the bases for such challenge, within 90 days of receipt of all final validated data for a Cooperative Study (or such other time as the Parties may agree), shall be binding upon such Party in any civil judicial or administrative proceeding between or among the Parties relating to natural resource damages arising from the release of hazardous substances to the NRDA Area, subject to the right of any Party, based on

information not available at the time the validated data were received, to raise issues of laboratory error, negligence, or fraud, or more recent laboratory or analytical procedures that indicate the data in question are unusable (unless they can be adjusted to remove a substantiated consistent bias) due to the laboratory or analytical procedures used.

## V. PUBLIC INVOLVEMENT

- A. Consistency with CERCLA and the Regulations - The Trustees will undertake public participation consistent with CERCLA and 43 C.F.R. Part 11. The Trustees will provide public notice and solicit public review and comment of documents the Trustees deem appropriate including those identified in the Regulations. Costs associated with public participation as described in 43 C.F.R. Part 11 constitute reasonable assessment costs as defined in 43 C.F.R. Part 11.
- B. Cooperative Efforts for Public Involvement - The Parties will work cooperatively to identify opportunities for public involvement that may enhance the decision making of the Trustees. Further, the Parties will cooperatively develop and disseminate public information on damage assessment activities related to the releases where possible. Where public outreach and information dissemination activities are undertaken separately, the Parties shall notify each other in advance of dissemination.
- C. Initiation of Activities - In the event that the Parties have entered agreements that propose activities for which public notice, review and comment is legally required, the Parties agree that none of the activities shall be initiated until the appropriate notice, review and comment requirements are fulfilled unless a time sensitive or emergency situation exists. In all such cases, certain studies may go forward pending the public notice, review and comment process.

## VI. COST DOCUMENTATION

- A. Documentation -The Trustees shall provide Dow with documentation of all NRDA costs incurred and paid under this Supplemental Agreement excluding however, confidential business information and information withheld under the federal Privacy Act. The Trustees shall provide cost documentation as part of the final accounting provided pursuant to Section III.B.5. In addition to summarizing the time and rate of each involved Trustee employee (including but not limited to the Trustee Coordinator) and all expenditures on contractors for work performed on activities under this Supplemental Agreement, such documentation shall include, to the extent allowed by law, contractor invoices or similar records showing billing period, amount of invoice, contractor personnel, contractor rates, hours spent by particular personnel on activities under this Supplemental Agreement, and descriptions of such activities, including detailed and specific descriptions of contractor activities, and receipts for any disbursements or expenditures.



- B. Objections - In the event that Dow objects to the reasonableness of the costs, or on the basis that there are mathematical or accounting errors, or on the basis that costs are outside the scope of this Supplemental Agreement, it shall provide a written statement identifying with specificity the contested assessment costs and the bases for its objections within 60 days of receipt of the NRDA documentation, or shall be deemed to have waived any objections. The Parties agree to use dispute resolution procedures pursuant to IX.A. to resolve objections.

## VII. RESERVATION OF RIGHTS AND CLAIMS

- A. This Supplemental Agreement shall not be admissible in any proceeding as evidence or proof of liability or non-liability. The Parties agree that:
1. None of them is making any admission of fact or law by entering into this Supplemental Agreement.
  2. This Supplemental Agreement shall not be admissible as to the validity or non-validity of any claim or defense in any proceeding relating to this matter, although it shall be admissible as evidence of its terms in a proceeding to enforce this Supplemental Agreement.
  3. Nothing in this Supplemental Agreement is intended nor shall be construed as a waiver by any of the Parties of any defenses or affirmative claims in any proceedings relating to the releases.
  4. Nothing in this Supplemental Agreement shall be construed as a waiver of attorney-client privilege, work product privilege or any other privilege that has been or may be asserted in this or any other matter unless explicitly stated herein.
  5. Raw or factual data collected pursuant to the Cooperative Studies provisions of this Supplemental Agreement shall not be considered work product or attorney-client privileged.
  6. This Supplemental Agreement does not limit the Trustees' authority to perform studies that they deem appropriate.
- B. This Supplemental Agreement does not release Dow from any liability, including but not limited to claims for injury, loss or destruction of natural resources or their services, claims for restoration, rehabilitation, replacement or acquisition of the equivalent of natural resources or lost services provided by such resources and claims for reasonable costs of the natural resource damage assessment relating to the NRDA Area. The Trustees agree that they will not assert claims against Dow for any Trustee costs or expenses that Dow has reimbursed under this

Supplemental Agreement. Evidence of payments or expenditures by Dow under this Supplemental Agreement shall not be admissible to establish whether Dow is liable for natural resource damages pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, but evidence of such payments shall be admissible to establish any costs or expenses that Dow has reimbursed under this Supplemental Agreement.

- C. This Supplemental Agreement does not affect any of Dow's rights, defenses, or obligations under other agreements, consent orders, releases, permits, licenses, etc. issued by or with MDEQ or any agency or office of the Michigan or Federal government.

## VIII. CONFIDENTIALITY

The Parties acknowledge and agree:

1. They remain bound by the December, 2005 City of Midland, Michigan, Tittabawassee River, Saginaw Bay Contamination Remediation and Damages Alternative Dispute Resolution Mediation Confidentiality Agreement (ADR Confidentiality Agreement).
2. Nothing in this Supplemental Agreement modifies or limits the effects of the ADR Confidentiality Agreement.
3. Any "dispute resolution communications" as defined in Paragraph 4 of the ADR Confidentiality Agreement that occur in connection with the cooperative natural resource damage assessment activities that are the subject of this Supplemental Agreement, including, without limitation, communications among the Parties that occur through the Technical Work Groups, are subject to the confidentiality requirements of the ADR Confidentiality Agreement.

## IX. GENERAL PROVISIONS

### A. Dispute Resolution

1. Informal - The Parties shall attempt to resolve promptly any disputes concerning the implementation of this Supplemental Agreement through good faith informal negotiations between the Trustees and Dow. The period of informal negotiations shall not exceed 30 days from the time the dispute arises unless otherwise agreed in writing between all Parties involved. The Parties may agree to use facilitated negotiations under the ADR Confidentiality Agreement to avoid or resolve disputes among the Parties.

2. Written Notice - A dispute shall be considered to have arisen when one Party sends the other Party a written Notice of Dispute. The notice shall describe the dispute with enough specificity to allow the other Parties to identify the issues involved and to respond effectively. To the extent practicable, such notice will be provided at least 30 days prior to the initiation of any field, analytical or other assessment work under a Cooperative Study that is the subject of the disagreement.
3. Effect of Dispute - An unresolved dispute regarding a Cooperative Study, or an aspect thereof, does not result in termination of this Supplemental Agreement or modify any funding obligations hereunder. If the Trustees decide to perform an independent study which was removed as a Cooperative Study because of an unresolved dispute, the Trustees reserve the right to seek reimbursement from Dow for the cost of that study.

B. Payment of Funds - Payment of funds to the Trustees by Dow shall be as follows:

1. The Trustees' bills will be submitted to Dow at the following address:  
  
Steve Lucas  
Senior Remediation Leader  
Michigan Operations - 1790 Building  
The Dow Chemical Company  
Midland, Michigan 48667
2. For Joint Activities, to the extent consistent with applicable law and DOI policy or otherwise agreed to by all the Trustees, payment of funds to the Trustees by Dow shall be as follows:

Payment shall be made electronically according to instructions to be provided to Dow. If electronic fund transfers are not possible, checks should be made payable to the Department of the Interior. The following information must be included with the check: the account number 145X5198 (NRDAR); the reference to the Tittabawassee Site, Midland, Michigan and the paying party, Dow.

Mail to:

Department of the Interior  
NBC/Division of Financial Management Services  
Branch of Accounting Operations  
Mail Stop D-2777  
7401 W. Mansfield Avenue  
Lakewood, CO 80235

Payment notification to:

Department of the Interior  
Natural Resource Damage Assessment and Restoration Program  
Attn: Bruce Nesslage, Restoration Fund Manager  
1849 C Street, NW  
Mailstop 4449  
Washington, D.C. 20240

3. For all other costs, the payment of funds to the Trustees by Dow shall be as follows:

For Michigan:

MDEQ:

Payments shall be by certified check, made payable to the "State of Michigan - Environmental Response Fund - Green Point Dioxin NRDA Restricted Account," and shall be sent by first class mail or via courier to:

First Class Mail:

Revenue Control Unit  
Financial and Business Services Division  
Michigan Department of Environmental Quality  
P.O. Box 30657  
Lansing, MI 48909-8157

Via courier:

Revenue Control Unit  
Financial and Business Services Division  
Michigan Department of Environmental Quality  
Constitution Hall, 5th Floor, South Tower  
525 West Allegan Street  
Lansing, MI 48933-2125

To ensure proper credit, all payments made pursuant to this Supplemental Agreement must reference the Green Point Dioxin-MDEQ, RRD2222.

A copy of all correspondence that is sent to the Revenue Control Unit shall also be provided to the MDEQ Trustee Representative designated in IX.C of this Supplemental Agreement.

MDNR:

Payments shall be by certified check, made payable to the "State of Michigan - Department of Natural Resources, Fisheries Division/TR," and shall be sent by first class mail or via courier to:

First Class Mail:

Cashier's Office  
Michigan Department of Natural Resources  
P.O. Box 30451  
Lansing, MI 48909-7951

To ensure proper credit, all payments made pursuant to this Supplemental Agreement must reference NRDA Tittabawassee River.

A copy of all correspondence that is sent to the Revenue Control Unit shall also be provided to the MDNR Trustee Representative designated in IX.C. of this Supplemental Agreement.

MAG:

Payments shall be by certified check, made payable to the "State of Michigan" and shall be sent to:

Division Chief  
Environment, Natural Resources and Agriculture Division  
Michigan Department of Attorney General  
Williams Building, 6th Floor  
525 W. Ottawa  
P.O. Box 30755  
Lansing, MI 48909

For the Tribe:

Sue Watrous, Tribal Accountant  
The Saginaw Chippewa Indian Tribe of Michigan  
7070 East Broadway  
Mount Pleasant, MI 48858

For U.S. Department of the Interior:

Payment shall be made electronically according to instructions to be provided to Dow. If electronic fund transfers are not possible, checks should be made payable to the Department of the Interior. The following information must be included with the check: the account number 145X5198 (NRDAR); the reference to the Tittabawassee Site, Midland, Michigan and the paying party, Dow.

Mail to:

Department of the Interior  
NBC/Division of Financial Management Services  
Branch of Accounting Operations  
Mail Stop D-2777  
7401 W. Mansfield Avenue  
Lakewood, CO 80235

Payment notification to:

Department of the Interior  
Natural Resource Damage Assessment and Restoration  
Program  
Attn: Bruce Nesslage, Restoration Fund Manager  
1849 C Street NW  
Mailstop 4449  
Washington, D.C. 20240

- C. Correspondence. All Correspondence relative to this Supplemental Agreement shall be given to the following persons on behalf of the Parties:

For the Trustees:

DOI:

Joseph Haas, Trustee Coordinator  
U.S. Fish & Wildlife Service  
East Lansing Field Office  
Ecological Services  
2651 Coolidge Road, Suite 101  
East Lansing, MI 48823  
Phone: 517-351-8273  
Fax: 517-351-1443

Charlie R. Chandler  
BIA NRDAR Program Manager  
U.S. Department of the Interior  
Bureau of Indian Affairs  
Division of Natural Resources  
1849 C Street NW, MS 4637 MIB  
Washington, DC 20240  
Phone: 202-208-5037  
Fax: 202-219-0006

Kimberly Gilmore  
U.S. Department of the Interior  
Office of the Solicitor  
Three Parkway Center, Room 385  
Pittsburgh, PA 15220  
Phone: 412-937-4017  
Fax: 412-937-4003

Michigan:

Judith Alfano  
Michigan Dept. Of Environmental Quality  
525 West Allegan Street  
Constitutional Hall, 3rd Floor South  
P.O. Box 30426  
Lansing Michigan 48909-7926  
Phone: 517-373-7402  
Fax: 217-373-2637

Sharon Hanshue  
Michigan Department of Natural Resources  
Office of Legal Services  
P.O. Box 30028  
Lansing, Michigan 48909  
Phone: 517-335-4058  
Fax: 517-241-2986

Polly Synk  
Assistant Attorney General  
Michigan Department of Attorney General  
Environment, Natural Resources and Agriculture Division  
525 W. Ottawa Street  
6<sup>th</sup> Floor Williams Building  
Lansing, Michigan 48933  
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Tribe:

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Legal Department  
Saginaw Chippewa Indian Tribe of Michigan  
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Mt. Pleasant, Michigan  
Phone: 989-775-4032  
Fax: 98-773-4614

Sally Kniffen  
Saginaw Chippewa Indian Tribe of Michigan  
7070 East Broadway  
Mt. Pleasant, Michigan  
Phone: 989-775-4015  
Fax: 989-772-4151

For The Dow Chemical Company:

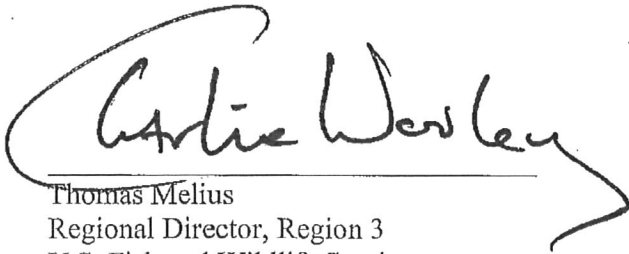
Michael Kay  
Peter C. Wright  
The Dow Chemical Company  
2030 Dow Center  
Midland, MI 48674  
Phone: 989-636-4239  
Fax: 989-636-3771

Steven M. Jawetz  
Beveridge & Diamond, P.C.  
1350 I Street, N.W. , Suite 700  
Washington, DC 20005  
Phone: 202-789-6045  
Fax: 202-789-6190

- D. Modification and Termination - Any modifications to this Supplemental Agreement or its attachment(s) must be in writing and executed by all of the Parties. Any Party may terminate this Supplemental Agreement by giving 30 days written notice to all Parties.
- E. Effective Date - This Supplemental Agreement may be executed in one or more counterparts, all of which shall be considered an original. The Effective Date of this Supplemental Agreement shall be the last date of execution of any counterpart hereto.
- F. Trustee Funds - Nothing herein shall be considered as obligating the Trustees to expend or as involving the United States, Michigan or the Tribe in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications hereto. No provision of this Supplemental Agreement shall be construed to require DOI to obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, in any fiscal year for actions subject to this Supplemental Agreement.



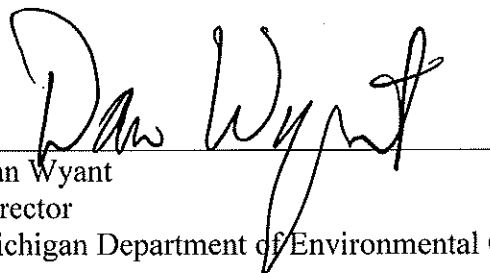
Signature on the Supplemental Agreement lines provided below shall constitute acceptance of the terms and conditions of this Amended Supplemental Memorandum of Agreement between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.



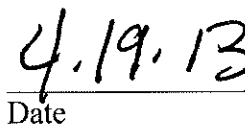
for  
Thomas Melius  
Regional Director, Region 3  
U.S. Fish and Wildlife Service  
Authorized Official for the Department of the Interior

6/28/13  
Date

Signature on the Supplemental Agreement lines provided below shall constitute acceptance of the terms and conditions of this Amended Supplemental Memorandum of Agreement Between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.

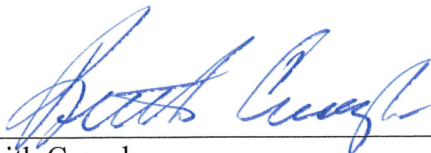
A handwritten signature in black ink, appearing to read "Dan Wyant", written over a horizontal line.

Dan Wyant  
Director  
Michigan Department of Environmental Quality

A handwritten date "4.19.13" in black ink, written over a horizontal line.

Date

Signature on the Supplemental Agreement lines provided below shall constitute acceptance of the terms and conditions of this Amended Supplemental Memorandum of Agreement Between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.



Keith Creagh

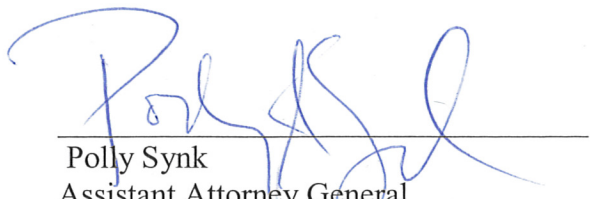
Director

Michigan Department of Natural Resources



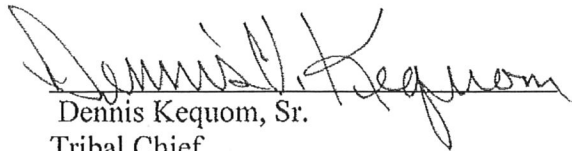
Date

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\_\_\_\_\_  
Polly Synk  
Assistant Attorney General  
Michigan Department of Attorney General

4-11-2013  
Date

Signature on the Supplemental Agreement lines provided below shall constitute acceptance of the terms and conditions of this Amended Supplemental Memorandum of Agreement Between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.



Dennis Kequom, Sr.  
Tribal Chief  
Saginaw Chippewa Indian Tribe of Michigan

5-3-13  
Date

Signature on the Supplemental Agreement lines provided below shall constitute acceptance of the terms and conditions of this Amended Supplemental Memorandum of Agreement Between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.

Mary J. Draves

Mary Draves  
Director of the Michigan Dioxin Initiative  
The Dow Chemical Company

Date 3/28/13